

**VOLUNTARY CLEANUP CONTRACT  
16-6413-NRP**

**IN THE MATTER OF  
DUNCAN FOODS, CHARLESTON COUNTY  
and  
MATAN-RCB INVESTMENTS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Matan-RCB Investments, LLC, with respect to the Property located at 1795 King Street Extension, Charleston, South Carolina. The Property includes approximately 1.0 acre identified by Tax Map Serial Number 466-00-00-015. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of June 17, 2016, and any amendments thereto, by Matan-RCB Investments, LLC, which is incorporated into this Contract and attached as Appendix A.

**AUTHORITY**

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710, et seq. (2002 & Supp. 2015, as amended); the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. §§ 44-56-10, et seq. (2002 & Supp. 2015, as amended); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq. (1994); the State Underground Petroleum Environmental Response Bank Act, (SUPERB Act), S.C. Code Ann. §§ 44-2-10, et seq. (2002 & Supp. 2015, as amended); and the Pollution Control Act, §§ 48-1-10 et seq. (2008 & Supp. 2015, as amended).

**DEFINITIONS**

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup

Program, and if not set forth therein, shall have the meaning assigned to them pursuant to the SCHWMA, the PCA, the SUPERB Act, or CERCLA.

- A. "Matan" means Matan-RCB Investments, LLC.
- B. "Beneficiaries" means Matan's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Matan or its Beneficiaries.
- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.

- I. "Site" means all areas where a contaminant, petroleum, or petroleum product has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel.
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

## FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

Commercial Realty Corporation	Unknown to 1948
Skinner & Ruddick Contractors	1948 to 1967
Milton Goodman, Inc. Duncan Portion Pak Inc. (operator, 1973 to present)	1967 to 1979
Christine C. Duncan	1979 to 1984
Garret D. Duncan, III	1984 to 2002
Garret D. Duncan IV and Bradley C. Duncan	2002 to 2014
Garret D. Duncan IV	2014 to Present

- B. Property and Surrounding Areas: The Property is bounded generally by undeveloped followed by residential property to the north, industrial property to the east, an abandoned rail spur and access road followed by the City of Charleston

Public Service Operations and the Charleston Fire Department Training Facility to the south, and vacant former industrial property to the west.

The Property was owned by a phosphate fertilizer company in the late 1800's. The fertilizer company operated on neighboring properties, but active fertilizer production does not appear to have been conducted on the subject Property. Historical records indicate that the Property was first developed with some of the current structures in 1947. Sanborn maps depict various uses of the structure including a machine warehouse in 1951, building materials warehouse in 1955, laundry and lime and cement supplies in 1964, and a potato chip and candy warehouse in 1973. The Phase I Environmental Site Assessment (Partner Engineering and Science, Inc., dated June 1, 2016) did not identify any recognized environmental conditions associated with the Property, but did identify several "environmental issues", including a metal pipe, debris areas, and mold.

The current structures on the Property include a building with multiple additions, three loading dock areas, and asphalt-paved parking areas. Current use of the Property consists of warehousing, distribution and cold storage of food products. Portions of the Property are not in use due to roof damage and leaks.

Groundwater contamination has been documented on land adjoining the Property. Groundwater impacts from the Koppers Site and two underground storage tank releases (UST I.D. # 01497 and 01581) are present on the City of Charleston/Charleston Public Works facility located south of the subject Property. The Department's UST Program issued a conditional no further action for the two UST releases. A UST release (UST ID 01625) also occurred on the Charleston Supply Company Site located east of the Property. The Department's UST Program issued a No Further Action for the release in 1990. On September 4, 2003, the Department issued a letter acknowledging that petroleum and creosote related compounds identified in groundwater were from an offsite source that had

migrated onto the Charleston Supply Company Site. A UST release (UST 18621) on the Core Sound Property located west of the Property was issued a no further action in 2008.

C. Applicant Identification: Matan is a State of South Carolina limited liability company with its principal place of business located at 1567 Meeting Street, Charleston, South Carolina 29405. Matan affirms that it has the financial resources to conduct the response action pursuant to this Contract.

D. Proposed Redevelopment: Matan will acquire the Property and intends to renovate the existing building to use as a warehouse and creative office space.

#### BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Matan certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the Site, or a parent, successor or subsidiary of a Responsible Party for the Site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Matan also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

#### RESPONSE ACTION

4. Matan agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Matan, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A report of the assessment results shall be submitted by Matan, or its designee in accordance with the schedule provided in the initial Work Plan. Matan acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with

this Contract. Matan agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Matan may seek an amendment of this Contract to clarify its further responsibilities. Matan shall perform all actions required by this Contract, and any related actions of Matan's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Matan shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
  - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
  - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with the South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended). The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.

- c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
  - i. the full EPA Target Analyte List (TAL);
    - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
  - ii. the full EPA Target Compound List (TCL);
    - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
    - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
    - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
    - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
- d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "United States Environmental Protection Agency Regional Screening Levels for Chemical Contaminants at Superfund Sites" (EPA RSLs) in effect at the time of sampling. The applicable Protection of Groundwater Soil Screening Level (SSL) shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Matan's consulting firm(s), analytical laboratories, and Matan's contact person for matters relating to this Contract and the Work Plan.
  - a). The analytical laboratory shall possess applicable Certification defined in the State Environmental Laboratory Certification Program, 7 S.C. Code Ann. Regs. 61-81 (2012, as amended), for the test method(s) and parameters specified in the Work Plan.

- b). Matan shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Matan in writing of approvals or deficiencies in the Work Plan.
- 8). Matan, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Matan shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Matan shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Matan shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Matan shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

**B. Report Logistics**

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. Report(s) shall also include tables and figures to



summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Matan shall characterize for disposal any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 2). Upon discovery of any Segregated Source that has not yet released all of its contents to the environment, Matan shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Matan shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Matan shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Matan shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Matan shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Matan, of the well owner or occupant of the residence served by the well.

E. Metal Vertical Pipe:

Matan shall evaluate the underground direction and extent of the metal vertical pipe located outside the southeastern side of the building. If a subsurface structure is identified, Matan shall collect and analyze a subsurface soil sample adjacent to the base of the structure in accordance with the specifications in Paragraph 4.F. of this Contract.

F. Assess soil quality across the Property:

- 1). Matan shall collect and analyze a minimum of ten (10) soil samples from five (5) locations on the Property. Matan shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) unless otherwise described below from each of the following locations:
  - a). One location in the southwestern portion of the Property in the vicinity of the abandoned rail spur;
  - b). One location in the southeastern portion of the Property in the vicinity of darkened concrete patch near the vertical metal pipe;
  - c). One location in the grassed area in central eastern portion of the Property;
  - d). One location in grassed area on the northern portion of the Property;
  - e). One location west of the building on the western side of the Property;
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and TCL SVOCs. Surface soil samples located beneath pavement shall also be analyzed for TCL VOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. The surface and subsurface soil samples from the southeastern portion of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Soil quality results shall be compared to the EPA RSL Resident and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

G. Assess groundwater quality:

- 1). Matan shall assess groundwater quality and flow direction across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells installed to bracket the water table. Specific locations shall be as follows:
  - a). One location in the southwestern portion of the Property in the vicinity of the abandoned rail spur;
  - b). One location in the southeastern portion of the Property in the vicinity of darkened concrete patch near metal pipe;
  - c). One location in grassed area on the northern portion of the Property.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. The groundwater sample collected from the location on the southwestern portion of the Property shall be analyzed for the full EPA-TAL (includes cyanide) and EPA-TCL.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58 (2011 & Supp. 2015, as amended), or, if not specified in R.61-58, to the EPA RSL for "Tapwater."

H. Evaluate and control potential impacts to indoor air:

- 1). Matan shall evaluate potential impacts to indoor air if the Department determines that the concentrations of VOCs present in the subsurface pose a threat to indoor air quality based on EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 2). If required Matan shall submit a Vapor Intrusion Assessment Work Plan followed by a report of the results.
  - a). Matan's evaluation of vapor intrusion risk shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of indoor air, soil gas, and sub-slab soil gas samples over areas potentially subject to vapor intrusion. Assessment activities shall also include evaluation of other factors that may affect vapor intrusion as

discussed in the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.

- b). Indoor air samples shall be collected from within the building during a minimum of two separate sampling events approximately six months apart. One sampling event shall be in the winter. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events.
  - c). All indoor air, soil gas and sub-slab soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting concentrations at screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens, and using appropriate attenuation factors for soil gas and sub-slab soil gas.
  - d). Indoor air quality results shall be compared to the current EPA RSL Resident Air and Industrial Air Screening Levels. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.
  - e). Soil gas and sub-slab soil gas sampling results shall be compared to screening levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient of 1 (or 0.1 as applicable) for non-carcinogens for the proposed use of the Property. Comparison criteria shall be based on the EPA OSWER "Technical Guide for Assessing and Mitigating the Vapor Intrusion Pathway from Subsurface Vapor Sources to Indoor Air" dated June 2015 and supplemental EPA guidance.
- 3). Should the results of the Vapor Intrusion Assessment indicate that contaminant concentrations exceed levels indicative of a  $10^{-6}$  cancer risk or a hazard quotient/hazard index of 1 for non-carcinogens for the proposed use of the Property, Matan shall evaluate options for corrective measures and

engineering controls to ensure acceptable indoor air quality. At a minimum, Matan shall propose and implement engineering controls to mitigate contaminant vapor intrusion to meet acceptable levels in accordance with Paragraph 4.I of this Contract.

- 4). The Department may allow Matan to implement pre-emptive vapor intrusion mitigation measures in lieu of the above Vapor Intrusion Assessment. Vapor intrusion mitigation measures shall be completed and evaluated in accordance with Paragraph 4.I of this Contract.

I. Institute reasonable Contamination control measures:

- 1). Matan shall remove from the Property and properly dispose of all Waste Materials and Segregated Sources of Contamination in accordance with applicable regulations based on characterization results.
  - a). Matan shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
  - b). Subject to Department approval, buried Waste Materials, if present, may be stabilized in place on the Property in a manner that will effectively limit or prevent human exposure and release of contaminants to the environment. If any Waste Materials are to be stabilized in place, Matan shall propose plans for stabilization of the Waste Materials in a Corrective Measures Plan in accordance with Paragraph 4.I.2 of this Contract . Matan shall also enter into a Declaration of Covenants and Restrictions to document the area of stabilization, and to maintain the stabilization measures in accordance with Paragraph 9 of this Contract.
- 2). Matan shall take reasonable measures to effectively limit or prevent human exposure to Existing Contamination in any media on the Property. The corrective measures shall be proposed in a Corrective Measures Plan to be

approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

- a). Corrective measures shall be required for Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
- b). Matan may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Matan shall submit for Department approval, an overview of risk assessment assumptions including identification of Contamination exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- c). Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. Subject to Department approval, corrective measures may include a land use restriction in accordance with Paragraph 9 (Declaration of Covenants and Restrictions) of this Contract
- d). If required, vapor intrusion control measures shall be designed to effectively mitigate vapor intrusion risk to a  $10^{-6}$  risk for carcinogens and a hazard quotient/hazard index of 1 for non-carcinogens based on current EPA RSLs and guidance on vapor intrusion. All vapor intrusion control measures shall include monitoring to confirm that the vapor mitigation system is effective, and procedures to ensure and document proper and effective operation and maintenance of the vapor intrusion mitigation system for as long as it is required at the Property. The Department shall give reasonable consideration of data or other demonstration that shows any unacceptable

indoor air contaminant concentrations do not result from the subsurface conditions.

- e). Upon completion of any corrective measures, Matan shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- 
- 3). In the event that development of the Property will require disturbance of contaminants in soil or groundwater, Matan shall propose a Media Management Plan. The Media Management Plan shall address management of contaminated media when encountered on the Property, its characterization if necessary for offsite disposal, and identification of the final disposal location for all contaminated media.
  - 4). In the event that corrective measures include engineering controls that must be maintained and monitored for future use of the Property, a Stewardship Plan may be required by the Department. If required, the Stewardship Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

J. Monitor and/or abandon the monitoring wells:

- 1). Matan shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Matan shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in

accordance with South Carolina Well Standards, 6 S.C. Code Ann. Regs. 61-71 (2012, as amended).

#### HEALTH AND SAFETY PLAN

5. Matan shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy on compact disk (in .pdf format). Matan agrees that the Health and Safety Plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Matan.

#### PUBLIC PARTICIPATION

6. Matan and the Department will encourage public participation to implement this Contract as follows:
  - A. The Department will provide notice, seek public comment, and initiate a thirty (30) day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. § 44-56-750 upon signature of this Contract by Matan.
  - B. Matan shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one (1) day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
    - 1). The sign(s) will state "Voluntary Cleanup Project by Matan-RCB Investments, LLC under Voluntary Cleanup Contract 16-6413-NRP with the South Carolina Department of Health and Environmental Control." The sign(s) shall provide a brief description of the scope of activities under the Contract, and contact



information, including telephone number and address, for a representative of Matan. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Matan shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the sign(s). The photographs shall be submitted to the Department within ten (10) days of erecting the sign(s).
- 4). Matan agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Matan shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Matan shall restore the sign(s) within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

#### PROGRESS UPDATES

7. Matan shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within 30 days of the execution date of this Contract and semi-annually thereafter.
  - A. The updates may be in summary letter format, but should include information about:
    - 1). The actions taken under this Contract during the previous reporting period;
    - 2). Actions scheduled to be taken in the next reporting period;

- 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

### SCHEDULE

8. Matan shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Matan shall implement the interim measures in accordance with a Department-approved plan.

### DECLARATION OF COVENANTS AND RESTRICTIONS

9. Matan or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) to maintain the existing buildings and impervious surfaces as engineered barriers. Additional restrictions shall be required if Contamination exceeds levels acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA RSLs for soil, and the primary MCL standards for groundwater in the State Primary Drinking Water Regulations, 4 S.C. Code Ann. Regs. 61-58. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Matan. An authorized representative of Matan or its Beneficiaries shall sign the

Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. Matan or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Matan or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (EPA RSLs for residential use and/or MCLs) on a portion of the Property, Matan or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.
- F. The Declaration shall reserve a right of entry and inspection for Matan or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
  - 1). Matan or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
  - 2). Matan or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

- G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Matan acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- H. Matan or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31<sup>st</sup> in a manner and form prescribed by the Department.
- I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the EPA RSL Summary Table in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the EPA RSL Summary Table. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

#### NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or

at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Angela Gorman  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

B. All correspondence and notices to Matan shall be submitted to Matan's designated contact person who as of the effective date of this Contract shall be:

Reed Brownell  
Matan-RCB Investments, LLC  
1567 Meeting Street  
Charleston, SC 29405

#### FINANCIAL REIMBURSEMENT

11. Matan or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S.C. Code Ann. § 44-56-750(D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Matan on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Reed Brownell  
Matan-RCB Investments, LLC  
1567 Meeting Street  
Charleston, SC 29405

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

#### ACCESS TO THE PROPERTY

- 12. Matan agrees the Department has an irrevocable right of access to the Property for environmental response matters after Matan acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

#### CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Matan or its Beneficiaries for the Property under this Contract as follows:
  - A. Matan or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.

- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Matan or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. §§ 44-56-710 through 760.
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that Matan or its Beneficiaries shall continue to meet.
  - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Matan or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

#### ECONOMIC BENEFITS REPORTING

14. Matan or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Matan shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

## CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Matan, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Matan or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. Matan and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, Matan or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
  - 1). Is not a Responsible Party for the Site;
  - 2). Has sufficient resources to complete the activities of this Contract;
  - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
  - 4). Will assume the protections and all obligations of this Contract; and,
  - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.



- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Matan or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty (30) days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
  - 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.
- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

#### CONTRACT TERMINATION

16. Matan, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty (30) days advance written notice to the other party. Termination shall be subject to the following:
- A. The Department may not terminate this Contract without cause and before termination, shall provide Matan or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:
- 1). Failure to complete the terms and conditions of this Contract;

- 2). Change in Matan's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
  - 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
  - 4). Failure of Matan or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Matan or its Beneficiaries;
  - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
  - 6). Failure by Matan or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
  - 7). Failure by Matan or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Matan's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should Matan or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by Matan or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Matan or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.

- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

#### ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Matan and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA § 113, 42 U.S.C. § 9613 and SCHWMA § 44-56-200.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to the Income Tax Act, S.C. Code Ann. § 12-6-3550 (2014).

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Matan and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Matan or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Matan or its Beneficiaries. The

Department retains all rights under State and Federal laws to compel Matan and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Matan or its Beneficiaries.

#### RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Matan and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Matan and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

#### RESERVATION OF RIGHTS BY MATAN

19. Matan retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Matan and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Matan and its Beneficiaries agree to undertake the requirements of this Contract.

#### BURDEN OF PROOF

20. Matan and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Matan or its Beneficiaries. Matan and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered

Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY MATAN AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Matan and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

**[Remainder of page left blank]**

**SIGNATORS**

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**MATAN-RCB INVESTMENTS, LLC**

BY:

DATE:

\_\_\_\_\_  
Printed Name and Title

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH  
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

\_\_\_\_\_  
Daphne G. Neel, Chief  
Bureau of Land and Waste  
Management

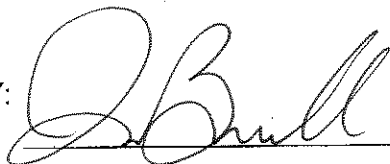
DATE:

\_\_\_\_\_  
Reviewed by Office of General Counsel

**MATAN-RCB INVESTMENTS, LLC**

BY:

DATE:

\_\_\_\_\_  


\_\_\_\_\_  
8-26-16

\_\_\_\_\_  
Reed Brownell - Principal

Printed Name and Title

# APPENDIX A

Application for Non-Responsible Party Voluntary Cleanup Contract

Matan-RCB Investments, LLC

June 17, 2016





## Non Responsible Party Application for Voluntary Cleanup Contract

### I. Applicant Information

1. Applicant is a: ☐ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)  
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Nathan - RCB Investments, LLC

#### 4. Contract Signatures for this Applicant

##### a. Authorized Signatory

Name Reed Brownell Title Partner Email reed.rcbdevelopment.com  
Address 1567 Meeting Street Rd Phone1 843 860 0954 Phone2  
City Charleston State SC Zip 29405

##### b. Other Signatories ☒ None

Name	Title	Phone	Email	Signature Required On Contract?
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>
		( ) -		<input type="checkbox"/>

#### 5. Physical Location of Applicant's Headquarters

Street address 1567 Meeting Street Rd Suite Number N/A  
City Charleston State SC Zip 29405

#### 6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory) Title  
Street Number or PO Box Phone1 Phone 2  
City State Zip Email

#### 7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8 (state)

- a. Company is Incorporated/ Organized/ Registered in  
b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name Reed Brownell  
Russell Coward  
Name AUG 15 2016  
SITE ASSESSMENT,  
REMEDIATION &  
REVITALIZATION

- c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?  
☐ Yes ☒ No

d. If yes, identify all affiliations:

#### 8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Authorized Signatory

Co Signatories

**II. Property Information**

9. Location

a. Physical Address 1795 King Street Ext. Charleston SC 29405

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of City  
(town/city)

10. List any Companies or Site names by which the Property is known

Duncan Foods

11. Total Size of Property Covered by this Contract 1 Acres

12. How many parcels comprise the Property? 1

13. Current Zoning (general description)

Heavy Industrial

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

a. Tax Map Parcel# 9660000015

b. Acreage 1

c. Current Owner Duncan Garrett D IV

d. Owner Mailing Address 1795 K. St Ext  
Charlottesville SC 229405

e. Contact Person for Access Rhett Duncan

f. Access Person's Phone # 843 224-2728

g. Is Parcel Currently Vacant? ☐ Yes ☒ No

h. Buildings on the parcel? ☐ None

☐ Demolished/Ruins

☐ Intact, To be demolished

☒ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since \_\_\_\_\_ (approx date)

☒ In operation: nature of the business Distribution

a. Tax Map Parcel# \_\_\_\_\_

b. Acreage \_\_\_\_\_

c. Current Owner \_\_\_\_\_

d. Owner Mailing Address \_\_\_\_\_

e. Contact Person for Access \_\_\_\_\_

f. Access Person's Phone # \_\_\_\_\_

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since \_\_\_\_\_ (approx date)

☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_

b. Acreage \_\_\_\_\_

c. Current Owner \_\_\_\_\_

d. Owner Mailing Address \_\_\_\_\_

e. Contact Person for Access \_\_\_\_\_

f. Access Person's Phone # \_\_\_\_\_

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None  
(check all that apply) ☐ Demolished/Ruins  
☐ Intact, To be demolished  
☐ Intact, To be re-used

i. Building/facility operations ☐ Never Operated on the parcel  
☐ Not operating since \_\_\_\_\_  
(approx date)  
☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_

b. Acreage \_\_\_\_\_

c. Current Owner \_\_\_\_\_

d. Owner Mailing Address \_\_\_\_\_

e. Contact Person for Access \_\_\_\_\_

f. Access Person's Phone # \_\_\_\_\_

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since \_\_\_\_\_ (approx date)

☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_

b. Acreage \_\_\_\_\_

c. Current Owner \_\_\_\_\_

d. Owner Mailing Address \_\_\_\_\_

e. Contact Person for Access \_\_\_\_\_

f. Access Person's Phone # \_\_\_\_\_

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since \_\_\_\_\_ (approx date)

☐ In operation: nature of the business \_\_\_\_\_

a. Tax Map Parcel# \_\_\_\_\_

b. Acreage \_\_\_\_\_

c. Current Owner \_\_\_\_\_

d. Owner Mailing Address \_\_\_\_\_

e. Contact Person for Access \_\_\_\_\_

f. Access Person's Phone # \_\_\_\_\_

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None

(check all that apply) ☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☐ Not operating since \_\_\_\_\_ (approx date)

☐ In operation: nature of the business \_\_\_\_\_

### III. Property Redevelopment

16. Describe the intended re-use of the property:  
(attach additional sheets if necessary)

Refurbish and continue to use as  
warehouse + creative office space

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No  
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number 25  
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 2 million

20. a. Will there be intangible benefits from this redevelopment such as:  
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development  
☐ Creation / Preservation of Green Space on the Property  
☒ Deconstruction/ Recycling of demolition or building debris  
☐ Other \_\_\_\_\_

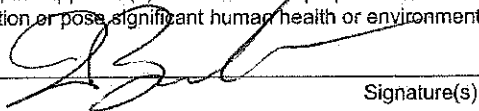
- b. Please Describe:

Intend to renovate existing structure

21. Anticipated date of closing or acquiring title to the property 8 / 1 / 16

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

  
Signature(s)

### IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm  
☐ None as of this application date

S&ME  
Company

620 Wando Park Charleston SC 29464  
Address City State Zip

Chuck Black 843/373-4647 chblack@smc-inc.com  
Project Contact1 S.C PE/PG Reg. # Phone1 Phone 2 email

Project Contact 2 S.C PE/PG Reg. # Phone1 Phone 2 email

24. Legal Counsel (Optional)

Firm Willoughby & Hofer, PA  
 Attorney Randy Lowell Phone 1 803/252-3300 Phone 2 \_\_\_\_\_  
930 Richland St Columbia SC 29202 lowell@willoughbyhofer.com  
 Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact \_\_\_\_\_ Title \_\_\_\_\_  
 Company \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box if applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

\_\_\_\_\_  
 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by Patric Engineering & Science Inc.  
 (Name of Environmental Firm)

☐ Older report updated in the past six months by \_\_\_\_\_  
 (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

- ☒ The Applicant is not aware of any environmental testing on the property  
☐ The Applicant believes the Department already has all environmental data in its files on: \_\_\_\_\_ (Site Name)  
☐ The Following reports are attached:

Report Date	Report Name	Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

- ☐ Enclosed with this Application as an Attachment  
☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

\_\_\_\_\_  
 Signature(s)

This Section for Department Use Only

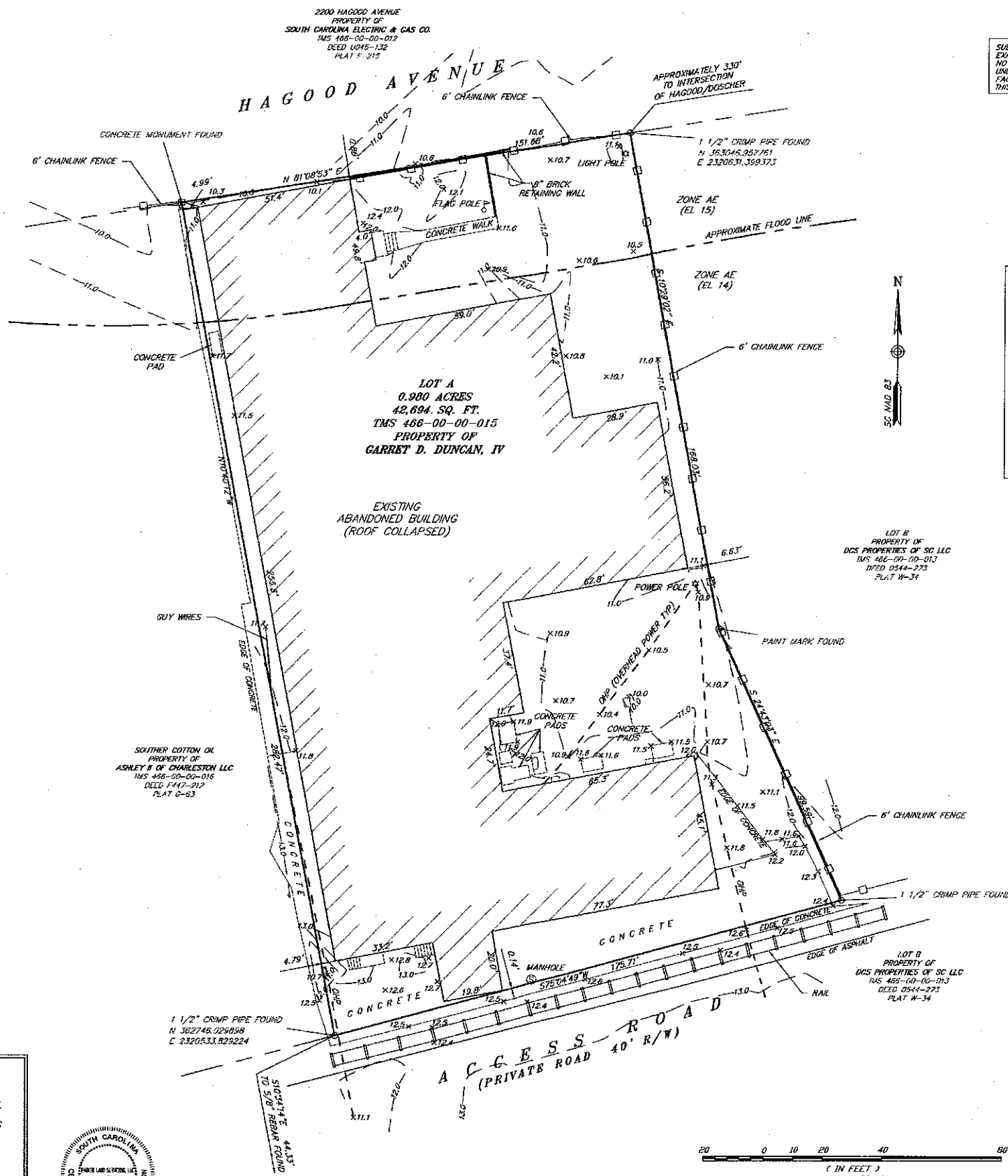
Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

# REFERENCES:

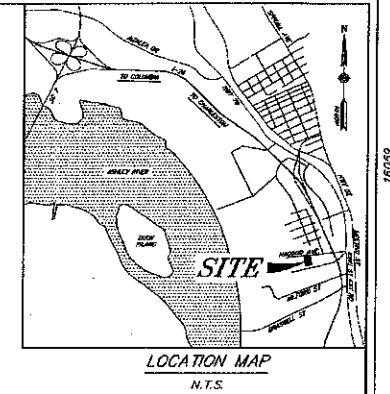
1. PLAT SHOWING A PART OF THE PROPERTY OF COMMERCIAL REALTY CORPORATION ON KING STREET ROAD, ST. PHILIP'S & ST. MICHAEL'S PARISH, CHARLESTON COUNTY, S.C. ABOUT TO BE CONVEYED TO SKINNER & RUDOLPH, INC. SURVEYED AUGUST 23, 1948 BY THE JOHN MCSTADY CO., CHARLESTON, S.C., AND RECORDED IN PLAT BOOK 6, PAGE 63.
2. PLAT OF PROPERTY SITUATE ON CHARLESTON NECK, CHARLESTON COUNTY, S.C. OWNED BY SKINNER & RUDOLPH, INC. LOT A, LETTERED A-B-C-D-E-A, IS ABOUT TO BE CONVEYED TO MILTON GOODMAN, SURVEYED JANUARY 19, 1967 BY W.L. GALLARD, PLS No. 453, AND RECORDED IN PLAT BOOK W, PAGE 34.
3. CHARLESTON COUNTY TMS No. 466-00-00-015
4. DEED BOOK 0415 PAGE 589
5. CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT No. 062586.00013/CT-911, WITH EFFECTIVE DATE OF JUNE 2, 2016 AT 4:00 PM.

## NOTES:

1. BY GRAPHICAL PLOTTING ONLY THIS PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONES AE (EL 14) & AE (EL 15) PER FEMA MAP COMMUNITY PANEL NO. 45019C 0504 J, MAP REVISED NOVEMBER 17, 2004.
2. THE AREA DETERMINED BY THE COORDINATE METHOD
3. ALL PROPERTY CORNERS FOUND ARE AS SHOWN, ANY CORNERS SET ARE 3" REBAR.
4. PROPERTY ADDRESS: 1795 KING STREET EXTENSION ROAD, CHARLESTON, SC, 29405
5. CITY OF CHARLESTON ZONING: HI - HEAVY INDUSTRIAL
6. HORIZONTAL DATUM IS SC NAD 83. VERTICAL DATUM IS NYVD 1988. FEMA FLOOD MAP DATUM IS 1928.
7. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
8. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
9. EASEMENTS SHOWN ARE PER REFERENCED PLATS. PROPERTY MAYBE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT OBVIOUS OR APPARENT TO THE SURVEYOR.
10. THIS BOUNDARY SURVEY DOES NOT DEPICT WETLAND DELINEATION OF THE PROPERTY.
11. THERE WAS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
12. THERE WAS NO OBSERVED EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.



SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND UTILITIES OR OVERHEAD CONTAINERS OF FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.



## SURVEYOR'S CERTIFICATE

TO RCB DEVELOPMENT, LLC, OR 68 SPRING, LLC, AND ITS SUCCESSORS AND/OR ASSIGNS AND CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,6,7,8,9,10,11,12,13,14,15,16,17,18, AND 20 OF TABLE A THEREOF. THE FIELD WORK COMPLETED ON JUNE 7, 2016

DATE OF PLAT OR MAP JUNE 7, 2016



RICHARD A. ALDRIDGE  
7-18-16  
REGISTRATION No. 20854

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT NUMBER 062586.00013/CT-911  
EFFECTIVE DATE: JUNE 2, 2016  
AT 4:00 PM

JUNE 7, 2016  
PROPERTY DESCRIPTION  
TMS 466-00-00-015

ALL THAT LOT, PARCEL OR TRACT OF LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA, KNOWN AND DESIGNATED AS LOT A, AS SHOWN AND DESIGNATED ON THAT CERTAIN PLAT "ALTA/NSPS LAND TITLE SURVEY SHOWING LOT A" (A 0.980 ACRE TRACT), PROPERTY SITUATE ON CHARLESTON NECK, TMS 466-00-00-015, PROPERTY OF GARRET D. DUNCAN, IV, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA, DATED JUNE 7, 2016, BY PARKER LAND SURVEYING, LLC, AND HAVING THE FOLLOWING METES & BOUNDS TO WIT:

TO FIND THE POINT OF THE BEGINNING, LOCATE THE INTERSECTION OF DODGERS AVENUE AND HAGOOD AVENUE TO A POINT, THENCE TURNING AND RUNNING IN A SOUTH WESTERLY DIRECTION ALONG HAGOOD AVENUE FOR A DISTANCE OF 433.0' TO POINT, A 1-1/2" CRIMP PIPE FOUND, THE POINT OF BEGINNING, THENCE TURNING AND RUNNING SOUTH 102°02' EAST A DISTANCE OF 180.0' TO A PAINT MARK FOUND, THENCE TURNING AND RUNNING SOUTH 24°43'03" EAST A DISTANCE OF 98.59' TO A 1-1/2" CRIMP PIPE FOUND, THENCE TURNING AND RUNNING SOUTH 75°04'49" WEST A DISTANCE OF 175.71' TO A 1-1/2" CRIMP PIPE FOUND, THENCE TURNING AND RUNNING NORTH 10°01'24" WEST A DISTANCE OF 242.47' TO A CONCRETE MONUMENT FOUND, THENCE TURNING AND RUNNING NORTH 81°06'53" EAST A DISTANCE OF 151.66' TO A 1-1/2" CRIMP PIPE FOUND, THE POINT OF BEGINNING, THIS BEING THE SAME PROPERTY DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER 062586.00013/CT-911 WITH EFFECTIVE DATE: JUNE 2, 2016 AT 4:00 PM.

SAY LOT A, AS DESCRIBED CONTAINS 0.980 ACRES OR 42,694 SQ. FT., MORE OR LESS.

LEGEND	
	PROPERTY LINE WITH PROPERTY CORNER FOUND (AS DESCRIBED)
	PROPERTY LINE WITH PROPERTY CORNER SET
	RIGHT OF WAY PROPERTY LINE
	CONTOUR LINE WITH ELEVATION
	APPROXIMATE FLOOD LINE
	EDGE OF ASPHALT
	EDGE OF CONCRETE
	OVERHEAD POWER LINE
	FENCE LINE (AS DESCRIBED)
	MANHOLE
	LIGHT POLE
	RAIL

## ALTA/NSPS LAND TITLE SURVEY

SHOWING LOT "A" (A 0.980 ACRE TRACT), PROPERTY SITUATE ON CHARLESTON NECK, TMS 466-00-00-015, PROPERTY OF GARRET D. DUNCAN, IV, LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA.

DATE: JUNE 7, 2016  
SCALE: 1" = 20'

**Parker Land Surveying, LLC**  
5910 Griffin Street  
Hanahan, SC 29410  
Phone: (843) 554-7771  
Fax: (843) 554-7779

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

**RICHARD A. ALDRIDGE**  
7-18-16  
P.L.S. 20854